



CITY OF HOUSTON INVITATION TO BID

Issued: 10/24/99

Bid Opening

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby until **10:30 a.m. Thursday, December 2, 1999**, and all bids will be opened and publicly read in the City Council Chamber at 11:00 A.M. on that date for the purchase of:

APPAREL BADGES, CAPS AND EMBLEMS CONTRACT FOR POLICE DEPARTMENT BID INVITATION NO. SC-R-8455-038-12529

Buyer

Should you have any questions or comments regarding this bid package, contact **Carmen S. Martinez, Buyer at (713) 247-1290.**

Pre-Bid

A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Basement, City Hall, 901 Bagby, at **10:00 a.m., Thursday, November 18, 1999.**

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the bidding documents prior to the Pre-Bid Conference. **Any revisions to be incorporated into this bidding document arising from discussions before, during and subsequent to the pre-bid conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. No verbal responses will otherwise alter the specifications, terms and conditions as stated herein.**

Bidding forms, specifications and all necessary information may be obtained from the office of the City Purchasing Agent, 901 Bagby, Basement, Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph B (5) of Section 2-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph B (6) of said Section 2-3.

The City reserves the right to reject any or all bids, or to accept any bid or combination of bids deemed advantageous to it.

CITY EMPLOYEES ARE PROHIBITED FROM BIDDING ON THIS SOLICITATION IN ACCORDANCE WITH THE CODE OF ORDINANCES SECTION 15 - 1.

Bid Documents and Request for Proposals (RFP's) can be downloaded from the Internet at www.ci.houston.tx.us/~fa_spd

BIDS TO BE RECEIVED UNTIL 10:30 A.M., THURSDAY DECEMBER 2, 1999

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B. SPECIFICATIONS – PAGES 10 THRU 13

C. GENERAL TERMS & CONDITIONS – PAGES 14 THRU 32

***NOTE: TO BE CONSIDERED FOR AWARD PLEASE SUBMIT ALL PAGES FROM SECTION A (OFFICIAL BID FORM) AND HAVE SIGNATURE FROM A COMPANY OFFICIAL AUTHORIZED TO BIND THE COMPANY.**

INSTRUCTIONS TO BIDDERS

1. All bids must show the full name of the firm bidding and must be on forms furnished by the Purchasing Section of the Strategic Purchasing Division, Finance and Administration Department, and must be written in ink or by typewriter. Pencil quotations will not be considered. Bids should be filed in duplicate and at least one copy of the bid must be manually signed in ink by an authorized officer of the company and title must be shown. Obligations assumed by the signature must be fulfilled. The title of the bid must be shown on the front of envelope containing the bid forms.
2. **TIME AND DATE:** Bids **MUST** be in the Office of City Secretary, City Hall Annex, Public Level, 900 Bagby, at or before 10:30 A.M. on the day bids are due; an early postmark will not suffice. Be sure you have allowed ample time for postal delivery. Bids mailed on the day before bids are due are not received in time to be considered.
3. **WITHDRAWAL OF BID:** A bidder may withdraw his proposal before the expiration of the time during which proposal may be submitted, without prejudice to himself, by submitting a written request for its withdrawal to the officer who holds it.
4. Bids should show net prices, extensions and net total. In case of conflict between unit price and extension, the unit price will govern. Unit price is inclusive of all costs, insurance and freight. Cash discounts will not be considered in the award of bids, and all quotations must be on net basis.
5. No change in price will be considered after bids have been opened.
6. This proposal must not be altered. Any erasure or alteration of figures may invalidate the bid on the item on which the erasure or alteration is made.
7. Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired.
8. All bids must show the full name of firm bidding, with the name typewritten or in ink. All bids must be signed in ink, by a responsible officer or employee of the firm and title of the officer or employee must be shown. Obligations assumed by the signature must be fulfilled.
9. All bids are for delivery not later than the time stated in the specifications, F.O.B. the point of delivery stated in the Specifications and/or Bid Form.
10. **REVISED BID PACKAGE:** Bids not submitted on the latest revised bid package may not in some cases be considered for award.
11. Bids will not be considered in cases in which bidder quotes an item price and also an alternate price on a proposed substitute item, except in cases in which alternate bids are called for. Submission or attachment of Quotation Forms containing alternative terms and/or conditions is not acceptable and can result in your bid being determined as non-responsive. If you wish to submit more than one bid on the same item, you must submit separate bid forms for each submission, complete with signature page.
12. All bids are for delivery not later than the time stated in the specifications, F.O.B. the point of delivery stated in the Specifications and/or Bid Form.
13. **Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the City Secretary's Office, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002.**
14. Representatives of the City have the right to examine the books of all subcontractors and/or suppliers supplying goods and/or services under the prime contract insofar as those books and records relate to performance under the prime contract.
15. If your firm has chosen not to submit a bid, please complete the No Bid Sheet and submit it to the buyer listed on the cover sheet.

SECTION A.

OFFICIAL BID FORM



FOR
APPAREL, BADGES, CAPS AND EMBLEMS CONTRACT
FOR
POLICE DEPARTMENT
BID INVITATION NO. SC-R-8455-038-12529

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver, FOB destination point as listed on individual Purchase Orders, the items listed below in accordance with the Net Prices and other conditions shown herein, and in accordance with the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid. THE MANUFACTURER'S NAME, PRODUCT NAME AND PRODUCT NUMBER SHOULD BE DESIGNATED IN THE SPACE PROVIDED, EVEN IF BIDDING AS SPECIFIED.

The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order covering **award of said bid to this Bidder at any time on or before the 120th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 120 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.**

BIDDING AND AWARD:

Bids should be submitted, in duplicate, using the Official Bid Form, and/or a photocopy thereof or as amended by Letter of Clarification. Bidders are to complete and submit the "Information Sheet", if attached.

It is the intent of the City to award, on the basis of overall low net bid meeting specifications for the entire Contract, however, the right is reserved to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items or overall best bid, as it is deemed in the best interest of the City.

THIS IS A TWELVE (12) MONTH CONTRACT

OPTIONAL EXTENSION ONE (1) OR TWO (2) YEARS

OPTIONAL EXTENSION:

This Contract may be extended for an additional one (1) or two (2) year period upon acceptance of the Contractor and thirty (30) days prior written notice from the City Purchasing Agent. A price increase subject to the provisions of this Contract may be requested by the Contractor for approval by the City Purchasing Agent at this time. If the price increase is approved by the City Purchasing Agent or if no price increase is requested, a letter of extension will be issued by the City Purchasing Agent for the Contractor's acceptance under the same terms and conditions as the existing Contract.

OFFICIAL BID FORM FOR APPAREL, BADGES AND CAP EMBLEMS CONTRACT: CONTINUED

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>U/M</u>	<u>NET UNIT PRICE</u>	<u>SUB-TOTAL</u>
1.	8455-0182645-00 Police Patrol Officer Shirt Badge, Rhodium, for any quantity as needed per specifications and photographs. The Houston Police Department will provide the "dies only" for the successful vendor.	900	Each	\$_____ea.	\$_____

MANUFACTURER'S NAME, PRODUCT NAME AND PRODUCT NUMBER

2.	8455-0182646-00 Police Patrol Officer Cap Badge, Rhodium, for any quantity as needed per specifications and photographs. The Houston Police Department will provide the "dies only" for the successful vendor.	950	Each	\$_____ea.	\$_____
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MANUFACTURER'S NAME, PRODUCT NAME AND PRODUCT NUMBER

3.	8455-0182647-00 Police Ranking Officer Gold Shirt Badge, for any quantity as needed per specifications and photographs. The Houston Police Department will provide the "dies only" for the successful vendor.	900	Each	\$_____ea.	\$_____
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MANUFACTURER'S NAME, PRODUCT NAME AND PRODUCT NUMBER

4.	8455-0182648-00 Police Ranking Officer Gold Cap Badge, for any quantity as needed per specifications and photographs. The Houston Police Department will provide the "dies only" for the successful vendor.	900	Each	\$_____ea.	\$_____
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MANUFACTURER'S NAME, PRODUCT NAME AND PRODUCT NUMBER

NET TOTAL BID.....\$_____

CITY'S OPTION: Should you be awarded ALL ITEMS you bid what percent additional discount (if any) would be deducted from each item bid? _____%.

ADJUSTED GRAND TOTAL.....\$_____

OFFICIAL BID FORM FOR APPAREL, BADGES AND CAP EMBLEMS CONTRACT: CONTINUED

SAMPLE:

The low bidder will be asked to submit a sample of the same quality badge he proposes to furnish. The samples must be received within seven days of the date of request.

SPECIAL BIDDERS NOTE:

These bid documents are to be bid exactly as published or amended by any letter(s) of clarification that may be issued pertaining thereto. Any qualification(s), alteration(s), attachment(s) not requested or change(s) in ink or pencil of any kind may result in the bid being rejected.

LINE ITEM BIDS:

Only one item may be bid for each referenced line item. To bid the referenced line item and an alternate, bidder must submit a separate bid form for each alternate item(s). Multiple bids for the same line item on one bid form will be just cause to reject a bid from further consideration.

BIDDER'S NOTE:

In order to receive bid award consideration on the above-proposed items, all prospective bidders should list the manufacturer's name and product number in the space provided below. Failure to provide this information, may be just cause for rejection of your bid from further consideration.

MANUFACTURER'S NAME AND PRODUCT NUMBER OFFERED:

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a Contract is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for proposal basis, competitive proposal basis or formal sealed competitive bids. The term Contractor includes proprietors of proprietorships, all partners of partnerships, and all officers, directors and holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "Contractor Submission List" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

OFFICIAL BID FORM FOR APPAREL, BADGES AND CAP EMBLEMS CONTRACT: CONTINUED

BIDDER'S ATTACHMENTS: Detail below all attachments, which are submitted, with your Bid Form. This list will be used by the City Secretary's Office to verify contents of your sealed bid submission. Labeling your bid attachments with the same titles as shown below will facilitate this process. (NOTE: This listing should also include separate attachments, which are too large, or for some other reason cannot be placed into you're sealed envelope containing the bidding documents. These separate attachments should be placed in an envelope or wrapped, and should include a label clearly identifying the bidder's name and the City's bid number and title, as well as the bid-opening date.)

(If additional space is needed, please attach a separate sheet of paper to continue your list)

LOCATION OF BIDDER'S INVENTORY:

STREET ADDRESS

CITY, STATE AND ZIP CODE

THIS BIDDER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The undersigned hereby offers to furnish and deliver the goods and/or services as specified at the prices and terms herein stated and in accordance with the Invitation to Bid, Clarification Letters, and General Terms and Condition Specifications, all of which are made a part of this offer.

All pages of the City of Houston's form, including but not limited to the General Terms and Condition Specifications and page one of this bid invitation are incorporated by reference into this bid for all purposes.

**SUBMIT YOUR BID IN DUPLICATE
BID MUST BE MANUALLY SIGNED IN INK
(BLUE INK PREFERRED)**

Respectfully Submitted:

Bidder: _____
(Print or type name of Bidder-Full Company Name)

Vendor Number: _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Name: _____

Title: _____

Date: _____

Address (Street or P. O. Box)

City-State-Zip Code

Telephone Number: (____) _____

FAX Number: (____) _____

E.-Mail Address: _____

NO DEPOSIT IS REQUIRED WITH THIS BID

Attachment(s):

1. Contractor Submission List Form
2. Statement of Residency Form

ATTACHMENT "1"

CONTRACTOR SUBMISSION LIST
CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

This list is submitted under the provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached proposal, submission or bid of _____ ("the firm"), whose business mailing address is _____.

The firm is organized as a (check one as applicable:

☐

Sole proprietorship whose proprietor is _____

(include the business mailing address of the proprietor or note "same" if it is the same as above).

☐

A partnership, each of whose partners having an equity interest of ten percent (10%) or more are _____

(include the business mailing address of each person or note "same" if it is the same as above).

☐

A corporation, each of whose officers, each of whose directors and each of whose holders of ten percent (10%) or more of the outstanding shares of stock are _____

(include the business mailing address of each person or note "same" if it is the same as above).

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed name

Title

NOTE:

This list constitutes a **government record**, as defined by **Section 37.01** of the Texas Penal Code. Submission of a false government record is punishable as provided in **Section 37.10** of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

ATTACHMENT "2"

STATEMENT OF RESIDENCY

(Please submit in duplicate with your Bid Form)

The following information is required by the **City of Houston** in order to comply with provisions of state law, **TEX.GOV. CODE § 2252.001 et. seq.** (State or Political Subdivision Contracts for Construction, Supplies, Services; Bids by Nonresident).

Every bidder must affirmatively state its principal place of business in its response to a bid invitation. Failure to provide the required information may constitute a basis for rejection of your bid. Bidders' cooperation in this regard will avoid costly time delays in the award of bids by the **City of Houston**.

For this reason, each bidder is encouraged to complete and return in duplicate, with its bid, the **Statement of Residency Form**, but in any event the low bidder will be required to submit this information within five (5) calendar days after the date of receipt of notification of apparent low bidder status from the **Purchasing Section of the Finance and Administration Department**. Failure to provide all required information within this designated period may result in the apparent low bidder being considered non-responsive and non-responsible, and the second low bidder being considered for award.

TEX.GOV. CODE § 2252.001 et. seq defines a "**Texas resident bidder**" as a bidder whose principal place of business* is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

TEX.GOV. CODE § 2252.001 et. seq defines a "**Nonresident bidder**" as a bidder whose principal place of business* is not in this state.

Bidder's complete company name:

State your business address in the space provided below if you are a **Texas Resident bidder**:

State your business address in the space provided below if you are a **Nonresident bidder**:

*The **State Purchasing and General Services Commission** defines Principal Place of Business as follows:

Principal Place of Business in Texas means, for any type of business entity recognized in the **State of Texas**, that the business entity:

- has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and
- has at least one employee who works in the Texas office

Form prepared by: _____
(Name) Title)

Date: _____

SECTION B.
CITY OF HOUSTON
TECHNICAL SPECIFICATIONS
FOR
APPAREL, BADGES AND CAP EMBLEMS CONTRACT
FOR
POLICE DEPARTMENT

PATROL OFFICER RHODIUM SHIRT BADGE - ITEM NO. 1:

GENERAL:

Shield shaped completed die struck shell back having upper and lower panels in die with raised lettering. Houston top panel Police lower panel. Shield border to have in die serrated design. Center to be plain background with applied style #5-1/2" by 2-1/4" at widest point. Badge numbers will be issued to the successful vendor noted on purchase orders.

SIZE: #Item No. 1 - Lettering in die raised to a minimum of 1/64" to maintain sharp detail. Lettering "HOUSTON" on top panel, "POLICE" on lower panel. Numbers 1/2" style #5 soldered completely to bottom of number with center soldering. No visible traces of solder allowed, and if present will cause rejection of the contract..

FINISH - Badges to be mirror polished to eliminate abrasions, inclusions, burrs. Gouges, scratches, scrapes and stains are unacceptable. Over polished badges causing "dullness" will not be acceptable, and will cause rejection of the awarded contract. Rhodium to be plated over hot nickel base. Rhodium to be plated over hot nickel base. Rhodium Thickness of minimum 1.5 Mills (Plus or Minus 5%). Hot nickel base of approximately 400 mills.

ATTACHMENT:

Safety catch (5) piece equal to Blackinton F36. Joint to be joined at clasp with rivet. Soldered in vertical position to reverse of badge. Refer to photocopy for proper placement of attachment.

PATROL OFFICER (rhodium) AND RANKING OFFICER (gold) CAP BADGE - ITEM NOS. 2 AND 4:

GENERAL:

Cap badge to be die struck one piece solid back construction having title combination applied at lower portion of badge for all ranks except Patrolman that will have applied 1/2" numbers and will be of shell. Back construction with open panel at lower portion of badge. All design, lettering, center star and wreath. Surrounding star will be in die. Also in die ship bow and from portion of locomotive above which is surmounted spread winged eagle.

SIZE:

2-2/3" Top bottom by 2-1/8" at widest point of eagle wings. Measurement is badge prior to being top to bottom ball dropped.

MATERIAL:

16 gauge Brass shell back, 12 gauge Brass solid back.

FINISH:

Patrolman badges to be polished smooth and plated rhodium over hot nickel base.

All other ranks to be polished and electroplated Gold over hot nickel base. Titles and numbers to be soldered at lower portion of badge so indicated by attached photo- copy. Number equal to Blackinton style #5, 1/2" size.

TECHNICAL SPECIFICATIONS FOR APPAREL, BADGES AND CAP EMBLEMS CONTRACT - CONTINUED

PATROL OFFICER (rhodium) AND RANKING OFFICER (gold) CAP BADGE - ITEM NOS. 2 AND 4:

Titles listed:

Sergeant	Identification
Chief	Communication
Asst. Chief	Chemist
Captain	Chaplain
Lieutenant	

Titles and numbers will be issued to the successful vendor noted on purchase orders.

ATTACHMENT:

Screw back #2F2 to be fused or soldered at locations noted on copy of badge provided for reference.

RANKING OFFICERS SHIRT BADGE - ITEM NOS. 1 and 3

Individual ranks shall be lettered in ribbon flowing from Eagle Mouth.

GENERAL:

Shield shaped design surmounted by spread winged eagle. The badge shall be shell back construction. The badge shall be struck with necessary blows to ensure maximum detailing in finished piece. All panels for lettering are an integral part of the badge - shield to have heavy pebble background as seen in photos on Item No. 3.

SIZE:

Top to bottom 3-3/16" by 2-3/8" at widest point of shield.

LETTERING:

All lettering will be in dies except for rank titles. The lettering Houston and Police are in dies to ensure optical balance conformity from badge to badge. All lettering should be neat, well defined and filled with enamel black duco paint.

MATERIAL:

16 gauge brass.

SEAL:

Center seal to be applied 15/16" die struck. To be raised 6 point star between star points raise letters TEXAS with first letter T starting approximate position of 8:00 and continuing in clock wise pattern completing lettering sequence. Seals to be applied in manner to ensure permanent bonding to basic badge. Center below and above lettered Houston and Police Panels.

FINISH:

All badges to be cut down and polished prior to finishing to remove any pits burrs inclusions. Finish to be Gold Electroplate over hot Nickel base. (minimum 400 to 500 mils).

ATTACHMENT:

To be (5) piece joint-pin-catch. Numbers used are standard B.A. Ballow style #0. Join and catch to be hard soldered to back of badge. Joint to be joined at clasp with rivet.

TECHNICAL SPECIFICATIONS FOR APPAREL, BADGES AND CAP EMBLEMS CONTRACT - CONTINUED

ALL ITEMS:

CONFORMANCE TO SPECIFICATIONS: The Houston Police Department Reserves the right to test badges, randomly, at an independent laboratory to ensure compliance with specifications.

WARRANTY:

All badges to guarantee against defects in manufacturing and will be guaranteed for one (1) year from delivered date of completed contract covering finish, attachment and seal. All badges to be suitable for the purpose intended. All badges shall have identification of manufacturer initials on full name stamped on the back of badge.

SECURITY:

RESTRICTION OF SALES

The Houston Police Department regards the design of all badges proprietary and restricts sales, of its badges and design, to departmental representatives only.

To maintain security during manufacturing, the badges are to be completely manufactured at one facility by the manufacturer. The manufacturer must allow for inspection of the facility immediately upon presentation of a letter from the Contracting Officer or his designated representative. Failure to allow such an inspection is grounds for termination of the bid award.

MATERIALS:

All materials used in the production of Houston Police Department badges must be lead free base materials.

DELIVERY:

Items as specified above with delivery ticket and other required documents shall be delivered F.O.B. Destination to the address shown on the City of Houston Purchase Orders. It is the specific request of the City that delivery be completed as expeditiously as possible; but not later than sixty (60) calendar days for the first order and forty-five (45) calendar days on subsequent orders.

SAMPLE MANUFACTURER and MODEL NUMBERS:

Item 1	- Blackinton A7071
Item 2	- Blackinton B1688
Items 3 & 4	- Blackinton B1689 & B1689A

Badges must be made in U.S.A.

The following is listing of dies and tools necessary to produce badges indicated in specifications:

OFFICER SHIRT BADGE

- 1 Die - 1 Forcer
- 1 Trim Tool

TECHNICAL SPECIFICATIONS FOR APPAREL, BADGES AND CAP EMBLEMS CONTRACT - CONTINUED

SAMPLE MANUFACTURER and MODEL NUMBERS:

CAP BADGE

- 1 Die - 1 Forcer
- 1 Trim Tool
- 1 Cut out tooling for bottom panel area
- 1 Set piercers for surrounding area of Eagle's head

- 5 Combination Title dies
- Trim tools for Title dies

- 1 - Ball Dap tool for forming
- Top to bottom Ball Dap

RANKING OFFICER GOLD SHIRT BADGE

- 2 Dies - 2 forcer
- Cutter trim tool
- Pierce tools for under Eagle Wing cut outs

All parts to manufacture badges, provided by the City of Houston, upon termination of the contract will be returned to the City of Houston.

SAMPLE:

One Sample similar to the Patrolman Rhodium Badge (Item No. 1) and one ranking officers gold badge (Item No. 3) of the same quantity as specified MUST BE SUBMITTED WITH THIS BID for evaluation. BIDS RECEIVED WITHOUT SAMPLES WILL NOT BE CONSIDERED FOR AWARD.

These samples, if not subject to destructive testing, will be returned to the supplying vendor. A notice will be mailed to the vendor when samples are ready to be released by the City. Vendor will have fourteen (14) days to redeem the samples. If samples are not redeemed within this period the City can not be responsible for condition or loss of the subject items.

SECTION C.

CITY OF HOUSTON
GENERAL TERMS AND CONDITION SPECIFICATIONS
FOR
APPAREL, BADGES AND CAPS AND EMBLEMS. CONTRACT
FOR
POLICE DEPARTMENT

Code: 8455-038 Date: 10/22/99

TERM OF AGREEMENT:

The term of the agreement shall be for a twelve (12) month period beginning on or about April 1, 2000. During this period, purchase orders will be issued for items as needed. Any conflict between the terms and conditions as specified herein and said purchase orders; the term and conditions of this agreement shall govern. Contractors will not perform against this agreement without first having received an official City of Houston purchase order. While it is the intent to procure goods/services from this Contract by issuing an Official City of Houston Purchase Order, there will be instances when a Purchasing Card (P-Card) or Petty Cash may be presented for purchase. **The City requires that the contract prices be honored on all purchases.**

Bids shall be submitted, in duplicate, using the Official Bid Form, including any amendments through Letters of Clarification, and/or a photocopy thereof. Bidders are to complete and submit the "Information Sheet", if attached.

It is the intent of the City to award, on the basis of overall low net bid meeting specifications for the entire Contract, however, the right is reserved to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items or overall best bid, as it is deemed in the best interest of the City.

THIS IS A TWELVE (12) MONTH CONTRACT.

OPTIONAL EXTENSION ONE (1) OR TWO (2) YEARS.

OPTIONAL EXTENSION:

This Contract may be extended for an additional one (1) or two (2) year period upon acceptance of the Contractor and thirty (30) days prior written notice from the City Purchasing Agent. A price increase subject to the provisions of this Contract may be requested by the Contractor for approval by the City Purchasing Agent at this time. If the price increase is approved by the City Purchasing Agent or if no price increase is requested, a letter of extension will be issued by the City Purchasing Agent for the Contractor's acceptance under the same terms and conditions as the existing Contract.

PRICE ADJUSTMENTS:

1. Direct Cost:

In this section means Vendor's cost from the manufacturer of any item or if Vendor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Vendor and Vendor to the City.

2. Price Decreases:

If the Vendor's Direct Cost decreases at any time during the term of this Contract, Vendor shall immediately pass the decrease on to the City and lower its prices by the amount of the decrease in Direct Cost.

Vendor shall notify the City Purchasing Agent of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon City Purchasing Agent's receipt of Vendor's notice.

**GENERAL TERMS AND CONDITION SPECIFICATIONS FOR APPAREL, BADGES AND CAPS AND EMBLEMS.
CONTRACT**

PRICE ADJUSTMENTS - CONTINUED

3. Price Increases:

Vendor may request a price increase after twelve (12) months from the effective date of the Contract. The effective date starts from the date of Council approval. Subsequent price increases may be requested twelve (12) months from the date of the previous approved price increase. The amount of the first increase shall not exceed actual documented increase in Vendor's Direct Cost and shall not ever be more than 5% above the previous bid price. The amount of the subsequent price increase shall also not exceed this percentage.

To request a price increase, Vendor must submit a letter setting the amount of the increase, along with an itemized list of any increased prices, showing the Vendor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Documentation from the Contractor's supplier(s) showing the actual dollar increase/decrease to the Contractor must accompany this request. Such documentation from the Contractor's supplier must clearly show the dollar increase incurred by the Contractor on the applicable Contract per item bid. The letter and documentation shall be sent to the following address:

**City Purchasing Agent
City of Houston
P.O. Box 1562
Houston, Texas 77251**

If the City Purchasing Agent approves the price increase, he or she shall notify Vendor in writing; no price increase will be effective until Vendor receives this notice. If the City Purchasing Agent does not approve Vendor's price increase, Vendor may terminate its performance under the agreement upon **sixty (60) days** advance written notice to the City Purchasing Agent. Termination of performance is Vendor's only remedy if the City Purchasing Agent does not approve the price increase.

If, at any time after approving a price increase, the City Purchasing Agent determines that the City can obtain the same item at a lower price from a different source without violating the State bid law, the City may then purchase the item from the lower price source without any obligation to Vendor.

INVOICING:

In order to expedite payment all invoices must be submitted in triplicate, itemized as to quantity, part number, description, and applicable discount (if any) in the same order and form as in the City of Houston Purchase Order. Variations will only delay payment. In addition, invoices must show the name of the Department, Division or Section to which the merchandise was delivered, and the City of Houston Purchase Order Number.

All delivery tickets must have a description of the commodity delivered.

Mail invoices to the Accounts Payable Section of the Department and to the address, as noted on individual purchase orders.

Delivery tickets and packing slips will contain the same information as the invoice.

All packing slips and delivery tickets must be signed by the receiving employee and must show his/her City employee number.

PAYMENT:

Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the goods, whichever occurs later.

**GENERAL TERMS AND CONDITION SPECIFICATIONS FOR APPAREL, BADGES AND CAPS AND EMBLEMS.
CONTRACT**

INVENTORY AND WAREHOUSE FACILITIES:

In order to receive bid award consideration, the bidder shall maintain sufficient inventory to fulfill normal City of Houston requirements. The bidder must demonstrate its ability to secure and deliver any item within five (5) days. Forty-eight (48) hour delivery services may be required in some instances; therefore, the bidder must be able to provide such service. An inspection may be made to determine whether the bidder actually has in its inventory those items bid. Adequate stock inventory for the City's requirements could be considered a factor in determining an award.

SPECIAL NOTE:

The City reserves all rights to review all payments made to Contractors by auditing at a later date. Subject to such audit, any overpayments may be recovered from the Contractor.

Representatives of the City have the right to examine the books of all subcontractors and/or suppliers supplying goods and/or services under the prime Contract insofar as those books and records relate to performance under the prime Contract.

INSPECTIONS AND AUDITS:

City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

TERMINATION OF AGREEMENT:

The City Purchasing Agent may terminate this agreement at any time upon fifteen (15) days' notice in writing to the Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, discontinue performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement.

SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. The bidder shall be an established supplier of the items bid.

DELIVERY:

The Contractor agrees to make deliveries only upon receipt of duly signed and approved Purchase Orders issued by the City of Houston City Purchasing Agent. Delivery made without such Purchase Order shall be at Bidder's risk and shall leave the City the option of canceling any Contract implied or expressed herein.

MATERIALS:

The items furnished shall be the latest product in production to commercial trade, and shall be of the highest quality as to materials used. Manufacturer furnishing these items shall be experienced in the production of such items and shall furnish evidence of having supplied similar items, which have been in successful operation. The bidder shall be an established supplier of the items bid.

**GENERAL TERMS AND CONDITION SPECIFICATIONS FOR APPAREL, BADGES AND CAPS AND EMBLEMS.
CONTRACT**

SAMPLES:

If requested by the City, the two (2) apparent low bidders will be required to submit samples of the items proposed within seven (7) days of such request. The samples will be used to determine if the proposed items meet the specifications stated herein.

Failure to provide samples within the seven (7) day period as required will be just cause to reject your bid and not consider it for further evaluation.

These samples, if not subject to destructive testing, will be returned to the supplying vendor. A notice will be mailed to the vendor when samples are ready to be released by the City. Vendor will have fourteen (14) days to redeem the samples. If samples are not redeemed within this time period the City can not be responsible for condition or loss of the subject items.

WARRANTY:

A minimum warranty of twelve (12) months from vendor and the manufacturer's warranty will be furnished on materials and workmanship shall be provided. The warranty period shall begin the day the City officially accepts the item. Any warranty work is to be completed within five (5) days after receipt of item.

YEAR 2000 COMPLIANCE:

The Contractor/Supplier represents and warrants that any equipment, internal or external component, or any hardware, software, and/or firmware product provided under this contract/purchase order is and shall be Year 2000 Compliant. The Contractor/Supplier also represents and warrants that its operations shall be Year 2000 Compliant so that the transition into year 2000 and beyond will not in any way adversely impact its ability to perform this contract/purchase order or honor any terms or other warranties in this contract/purchase order. Being Year 2000 Compliant shall include, but not be limited to, being able to accurately process date data and interchange data with other hardware, software, and firmware without interruption, errors, or incorrect results, and without human intervention from into, and between the time periods before and after transition into the year 2000. This warranty shall include leap year calculations. Processing data shall include, but not be limited to, recognizing, calculating, comparing, and sequencing data. If the contract/purchase order requires that specific products must perform as a system, then this warranty shall apply to those listed products as a system. The Contractor/Supplier shall also provide to the City of Houston, as requested by the City Purchasing Agent or designee, information relating to the technique or methodology used to make each hardware, software, and firmware product provided under this contract/purchase order Year 2000 Compliant.

RELEASE AND INDEMNIFICATION:

A. RELEASE:

CONTRACTOR RELEASES THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, OR DAMAGE TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH PERFORMANCE UNDER THIS AGREEMENT, INCLUDING INJURY, DEATH, OR DAMAGE CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE.

GENERAL TERMS AND CONDITION SPECIFICATIONS FOR APPAREL, BADGES AND CAPS AND EMBLEMS.
CONTRACT

RELEASE AND INDEMNIFICATION - CONTINUED

B. INDEMNIFICATION:

CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") FOR ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, AND EXPENSES (INCLUDING ALL DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, OR DAMAGE TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING THOSE CAUSED BY:

- (1) CONTRACTOR'S ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND CONTRACTOR'S STRICT OR STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY DURING THE TERM OF THIS AGREEMENT AND FOR FOUR (4) YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

INDEMNIFICATION PROCEDURES:

- (1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

The notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

- (2) Defense of Claims

- (a) Assumption of Defense Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- (b) Continued Participation If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

GENERAL TERMS AND CONDITION SPECIFICATIONS FOR APPAREL, BADGES AND CAPS AND EMBLEMS.
CONTRACT

WORKER'S COMPENSATION INSURANCE:

On any City Contract with a labor compensation or any Contract where vendor delivery people make deliveries for City sites Worker's Compensation Insurance as shown in the Insurance Section is required.

INSURANCE:

If performance of this Contract requires Contractor to provide labor in addition to supplies, labor and materials, the Contractor shall have insurance coverage and furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Worker's Compensation. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.** Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts. Automobile Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED - \$1,000,000.00 Combined Single Limit.

\$500,000.00 per occurrence; \$1,000,000.00 aggregate, per 12-month policy period.

Worker's Compensation including Broad Form All States endorsement shall be in statutory amount.

All insurance policies required by this Contract shall require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled or materially changed. Within such thirty (30) day period Contractor, covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially changed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.

ONLY UNALTERED ORIGINAL INSURANCE CERTIFICATES ENDORSED BY THE UNDERWRITER ARE ACCEPTABLE. PHOTOCOPIES ARE UNACCEPTABLE.

SUCCESSORS AND ASSIGNS:

Bidder may not assign this contract or dispose of substantially all of its assets without the written consent of the City Purchasing Agent. Bidders failure to obtain such consent shall be an event of default, authorizing the Purchasing Agent to terminate this contract according to its terms.

TAXES:

The City is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid Form or Specifications specifically indicate otherwise, the price bid must be net exclusive of above mentioned taxes, and will be so construed. A vendor desiring refunds of, or exemptions from, taxes paid on merchandise accepted by the City, must submit the proper forms, and the Purchasing Agent, if satisfied as to the facts, will approve or issue the necessary certificates.

AWARD:

The City reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.

Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informalities for the best interest of the City.

**GENERAL TERMS AND CONDITION SPECIFICATIONS FOR APPAREL, BADGES AND CAPS AND EMBLEMS.
CONTRACT**

BID DEPOSIT:

Unless the specifications or the call for bids expressly provides otherwise, there will be required in connection with each bid a deposit or bond so as to assure the acceptance of the order by the bidder, if the order is awarded to him, and also to secure final delivery of material or equipment in accordance with the specifications, and within the time provided in the specifications and the bid. The deposit may be in the form of a cashier's check or certified check payable to the City of Houston or a bond. The bond shall be in the form of the City's Combination Bid and Performance Bond, executed by a surety authorized by the State Insurance Commission. The bond submitted must be signed by both the surety and the bidder.

DELIVERIES:

Unless otherwise stated in the Bid Form or Specifications, deliveries must consist only of new and unused merchandise.

Full tare must be allowed and no charges made for packages.

In the event that the deliveries of the supplies covered in the proposal are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to terminate. The defaulting bidder will be deemed non-responsible and will be disqualified from bidding on the contract if it is re-let by the City within ninety (90) days of such termination.

REJECTIONS:

Articles not in accordance with samples and specifications must be removed by the bidder and at his expense. All disputes concerning quality of supplies delivered under this proposal will be determined by the City Purchasing Agent or designated representative.

All articles enumerated in the proposal shall be subject to inspection on delivery by an officer designated for the purpose and of found inferior to the quality called for, or not equal in value to the Department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the City Purchasing Agent who shall have the right to reject the whole or any part of the same.

ATTACHMENT(S):

3. Sample Insurance Form
4. EEOC Form
5. Drug Policy Forms

ATTACHMENT "3"

ACCORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

AT LEAST B+ AND FINANCIAL SIZE OF CLASS VI OR BETTER
ACCORDING TO THE CURRENT YEARS'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY
ISSUERS OF POLICIES. THE ISSUER MUST HAVE A RATING OF AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE
COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A

COMPANY B

COMPANY C

COMPANY D

INSURED:

SAMPLE FORM

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY
PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO
WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL
THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	POLICY	LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.				General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability (X) Any Auto All Owned Autos Scheduled Autos (X) Hired Autos (X) Non-Owned Autos Garage Liability		Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.		Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$

Excess Liability Umbrella Form Other than Umbrella Form					Each Occurrence Aggregate	\$ \$
Worker's Compensation And Employee Liability Other			(X)	Statutory Limits	Each Accident Disease – Policy Limit Disease – Each Employee	\$ 100,000 \$ 100,000 \$ 100,000

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto, General Liability and Umbrella policies, and Waiver of Subrogation on Auto, General Liability,
Worker's Compensation and Umbrella. Material altered or Non-Renewed Certificates will also give 30 day written notice to the certificate holder. For
(Project Name). (Insurance companies that cannot change the cancellation paragraph as shown may do so by endorsement).

CERTIFICATE HOLDER

MUST BE MODIFIED AS FOLLOWS:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, BEFORE THE
EXPIRATION DATE THEREOF. THE ISSUING COMPANY WILL ENDEAVOR TO MAIL
THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO
THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION
OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR
REPRESENTATIVES.

CITY OF HOUSTON / FINANCE AND ADMINISTRATION
DEPARTMENT – STRATEGIC PURCHASING DIVISION
P.O. BOX 1562 HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

ATTACHMENT "4"

CITY OF HOUSTON, TEXAS EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Pursuant to City Council Ordinance No. 78-1538, passed August 9, 1978, all contracts entered into by the City of Houston involving the expenditure of Ten Thousand (\$10,000.00) Dollars, or more, shall incorporate the following Equal Employment Opportunity Clause:

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier, or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and workforce statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's or lessee's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause each of his subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

ATTACHMENT "5"

CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURE

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "5a" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "5c" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "5b" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

ATTACHMENT "5a"

DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an owner or officer of

(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date

Contractor Name

Signature

Title

I, _____ as an owner or officer of

(Name) (Print/Type)
_____ **(Title)**
_____ (Contractor)
(Name of Company)

Page 25 of 25

Contractor's Certification Of No Safety Impact Positions In Performance Of A City Contract

ATTACHMENT "6a"
CITY OF HOUSTON
SCHEDULE OF M/WBE PARTICIPATION

DATE OF REPORT:_____

BID NO.:_____

FORMAL BID TITLE:_____

NAME OF MINORITY/ WOMEN SUBCONTRACTOR	AFFIRMATIVE ACTION DIVISION CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREED PRICE

TOTAL.....\$_____

M/WBE PARTICIPATION AMOUNT.....%

TOTAL BID AMOUNT.....\$_____

ATTACHMENT "6a" (CONTINUED)

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH AFFIRMATIVE ACTION AT (713) 837-9000.)

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

- NOTE: 1. ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE AFFIRMATIVE ACTION DIVISION.
2. THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OF PRINT)

TITLE

ATTACHMENT "6b"

SAMPLE LETTER OF INTENT

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: City of Houston
Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER
LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

MWBE Participation Amount: \$_____ MWBE GOAL _____%

1. _____ agrees to perform work/supply goods and/or services
Name of Minority/Women Business Enterprise
in connection with the above-named contract and _____ as:
Name of Prime Contractor
(a) _____ An Individual
(b) _____ A Partnership
(c) _____ A Corporation
(d) _____ A Joint Venture
2. _____ status is confirmed by MWBE Directory made available
Name of Minority/Women Business Enterprise
through the City of Houston Affirmative Action Division. Certification # _____.
3. _____ and _____ intend to work on
Name of Prime Contractor **Minority/Women Business Enterprise**
the above-named contract in accordance with the MWBE Participation Section of the City of Houston Contract Bid Provisions.

The Terms and conditions of Attachment "6d" attached hereto are incorporated into this Letter of Intent for all purposes.

Signed-Prime Contractor

Signed-Minority/Women Business Enterprise

Title

Title

Date

Date

ATTACHMENT "6c"
CITY OF HOUSTON CERTIFIED MWBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled **"THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT"** and contain the following terms:

1. _____ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").
2. _____ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime Contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As concluded by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 - "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBEs to compete for City contracts.

The MWBE policy of the City of Houston will be discussed during the pre-bid. For information, assistance, and/or to receive a copy of the City's Affirmative Action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20th Floor, Houston, Texas 77002.

CITY OF HOUSTON
Affirmative Action and Contract Compliance
MWBE Utilization Report
Report Period _____

M/WBE GOAL: _____

MWBE SUB/VENDOR NAME	DATE OF AA CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID THIS PERIOD	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE
TOTALS							

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**NO BID SHEET
FOR
APPAREL, BADGES AND CAP EMBLEMS CONTRACT
FOR
POLICE DEPARTMENT**

BID INVITATION NO. SC-R-8455-038-12529

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City Hall - City of Houston
Finance & Administration Department
Strategic Purchasing Division
P.O. Box 1562
Houston, Texas 77251

Please check the items that apply:

- ☐ Do not sell the item(s) required.
- ☐ Cannot be competitive.
- ☐ Cannot meet the Specifications highlighted in the attached Bid.
- ☐ Cannot provide Insurance required.
- ☐ Cannot provide Bonding required.
- ☐ Cannot comply with Indemnification requirements.
- ☐ Job too large.
- ☐ Job too small.
- ☐ Do not wish to do business with the City.
- ☐ Other reason / OR please state by you can not bid for this Procurement.

Company Name: _____
(Print or Type Name of Company)

By: _____
(Signature of Authorized Officer or Agent)

Vendor Number: _____

Telephone Number: (____) _____

FAX Number: (____) _____

➔➔ RETURN TO: Buyer – CARMEN S. MARTINEZ
City Hall - City of Houston
Finance & Administration Department
Strategic Purchasing Division
P.O. Box 1562
Houston, Texas 77251